

12222

AGREEMENT BETWEEN THE BOROUGH OF MOUNTAINSIDE

AND

THE BOROUGH OF MOUNTAINSIDE

EMPLOYEE'S ASSOCIATION

1995- 1997

## TABLE OF CONTENTS

	Page #
Preamble	1
Article I Recognition	2
Article II Management Rights & Responsibilities	3
Article III Fully Bargained Provisions	4
Article IV Maintenance and Operations	5
Article V BMEA Representatives	6
Article VI Grievance/Arbitration Procedure	7
Article VII Separability and Savings	12
Article VIII Deductions from Salary	13
Article IX Personnel Files	14
Article X Promotions	15
Article XI Uniforms	15
Article XII Salaries & Education Policy	16
Article XIII Holidays	19
Article XIV Medical Insurance	19
Article XV Benefits/Bereavement/Vacation Leave	20
Article XVI Hours of Work/Overtime/Comp Time	22
Article XVII Term and Renewal	24

PREAMBLE

This Agreement is entered into this *18<sup>th</sup>* day of

*July*, 1995 by and between the Borough of Mountainside, in the County of Union, New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Borough" and the Borough of Mountainside Employee's Association (hereinafter referred to as "BMEA"), representing the complete and final understanding on all negotiable issues between the Borough and the Union.

**ARTICLE I;        RECOGNITION**

Pursuant to the Certification of Representative issued on March 12, 1982 by the Public Employment Relations commission in Docket Number RO-82-121, together with the documentation filed with the Public Employment Relations Commission in connection with the above referenced proceeding as well as the further proceeding in Docket Number CU-82-73, and the voluntary agreement dated August, 1, 1985, the Borough recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations with respect to terms and conditions of employment of the following blue collar and white collar employees employed by the Borough:

- Public Works Employees
- Dispatchers
- Crossing Guards
- Senior Citizen Coordinator
- Buildings and Grounds Employee (if position is filled)

All other employees of the Borough are excluded from the recognized negotiating unit.

**ARTICLE II;      MANAGEMENT RESPONSIBILITIES**

A.      The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

- 1)      To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
- 2)      To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
- 3)      To suspend, demote, discharge or take other disciplinary action according to law.

B.      The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and in conformance with the constitution and laws of New Jersey and of the United States.

C.      Nothing contained in this Article shall be construed to deny or restrict the Borough or the Union of its rights, responsibilities and authority under R.S. 40 and R.S. 40A, or any other national, state, county or local laws/ordinances.

**ARTICLE III; FULLY BARGAINED PROVISIONS**

A. In accordance with law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE IV; MAINTENANCE OF OPERATIONS**

A. It is recognized that the need for continued and uninterrupted operation of the Borough is of paramount importance, to citizens of the Borough of Mountainide, in the County of Union and State of New Jersey, and that there should be no interference caused by the Union or its members with such operation.

B. The Union covenants and agrees that during the term of this Agreement neither the Union, nor any person acting in its behalf, will cause, authorize, or support any strike, (i.e. the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said employee's duties of employment), work stoppage, slow-down, or walk-out against the Borough. The Union agrees that such action by the Union would constitute a material breach of this agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned, and that the Union will publicly disavow such action and advise all such members who participate in such activities to cause and desist from same immediately and to return to work. The Union agrees that it will not support or participate in any of the aforementioned activities engaged in by any other employee or group of employees of the Borough.

D. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Union member or any employee represented by the Union shall entitle the Borough to deem such activity as grounds for appropriate disciplinary action against the individual subject, however, to the application of procedures set forth by law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

F. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his/her rights under the constitutions of the United States or the State of New Jersey and the Statutes of the United States and State of New Jersey.

**ARTICLE V; BMEA REPRESENTATIVES**

A. Upon notification to , and the approval of, the Department Head, the representative of the BMEA may enter the Borough facilities or premises for the purpose of investigating grievances without loss of regular pay or compensatory time.

B. One BMEA representative shall be appointed by the BMEA each year on July 1st to serve as regular representative of the BMEA in grievances with the Borough, and an additional representative of the BMEA shall be similarly appointed to serve as alternate representative of the BMEA solely with respect to the personnel grievances filed by the aforesaid regular representative. The BMEA shall notify the Borough in writing within ten (10) calendar days after the election or appointment of the regular and alternate representatives.

C. During collective negotiations, one (1) authorized BMEA representative shall be excused from his normal work duties to participate in any collective negotiations' session mutually agreed upon and scheduled by the parties and such agreed representative shall suffer no loss of regular pay or compensatory time. It will be the employee's responsibility to request time from his/her supervisor well in advance of negotiating sessions so that there can be adequate coverage of employee's responsibilities.

D. The employer shall not unreasonably withhold permission for the BMEA to utilize Borough facilities for the purpose of conducting BMEA business.



## ARTICLE VI; GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

### B. Definition

1) With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee, or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions, including disciplinary determinations, affecting them. With regard to the employer, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2) The term "grievance" as used herein shall not refer to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the initial Agreement.

3) With respect to employee grievances, no grievance may proceed beyond Step 1 herein unless it constitutes a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or a disciplinary determination. Disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either express or by operation of law, shall not be processed beyond Step 1 herein.

### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

**STEP 1**

A. An aggrieved employee, or the Union on behalf of an aggrieved employee or employees, shall institute action under the provisions hereof within fourteen (14) calendar days of the occurrence of the grievance, and an earnest effort shall be made orally to settle the differences between the aggrieved employee and the employee's Department Head or his/her designee, for the purpose of resolving the matter informally. Failure to act within said fourteen (14) calendar days shall be deemed to constitute an abandonment of the grievance. The Department Head or his/her designee shall respond orally within ten (10) calendar days after the grievance has been presented.

**STEP 2**

A. In the event the grievance has not been resolved in or at Step 1, the employee or the Union shall reduce the grievance to writing, sign the grievance, and file the grievance with the employee's Department Head within five (5) calendar days after receipt (or after due date) of the determination at Step 1.

B. To be timely and effective, the written grievance must set forth in reasonable detail the facts underlying the grievance, the specific contract provisions at issue, and the relief sought.

C. The Department Head shall render a written decision within ten (10) calendar days from his/her receipt of the grievance.

**STEP 3**

A. In the event the grievance has not been resolved in or at Step 2, the employee or the Union shall, in writing and signed, file the grievance with the Borough Administrator within five (5) calendar days after receipt (or after the due date) of the Step 2 response. To be timely and effective, the writing filed with the Borough Administrator must contain the written grievance filed at Step 2, the Department Head's response at Step 2 (if any), and a reasonably detailed statement of the reasons why the Department Head's response (if any) is found to be unsatisfactory.

B. The Borough Administrator shall render a written decision within twenty (20) calendar days from receipt of the grievance.

**STEP 4**

A. In the event the grievance has not been resolved in or at Step 3, neither the employee, nor the Union shall have the automatic right to bring the merits of the grievance to the Mayor and Council. Rather, the employee or the Union may, within five (5) calendar days after receipt, (or after the due date) of the Step 3 response, file a written and signed request with the Mayor and Council seeking permission to bring the merits of the grievance to the Mayor and Council for determination. To be timely and effective, the writing filed with the Mayor and Council must contain the materials filed with the Borough Administrator's response (if any) at Step 3, together with a reasonably detailed statement of the reasons why the Mayor and Council should agree to hear the merits of the grievance.

B. Within forty-five (45) days from receipt of the grievance, the Mayor and Council shall issue a written decision granting or denying the request, and if the request is granted, setting forth a determination on the merits of the grievance.

**STEP 5**

A. In the event the grievance has not been resolved in or at Step 4, the matter may be referred to arbitration as hereinafter provided.

B. In the event that the Borough or the Union desires to submit a grievance to arbitration, the following procedure shall be followed:

## ARBITRATION

1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party (service) within ten (10) calendar days following receipt of the Mayor and Council's determination.

2) The party demanding arbitration shall request the New Jersey State Public Employment Relations Commission to appoint an Arbitrator. The selection of the Arbitrator shall be conducted in accordance with the rules and regulations of the New Jersey State Public Employment Relations Commission.

3) The costs of the services of the Arbitrator shall be borne equally by the Borough and the Union.

4) The Arbitrator shall be bound by the provisions of this Agreement and by applicable laws of the State of New Jersey and the United States, and decision of the Courts of the State of New Jersey and the United States. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement in rendering his written decision for making the award. The decision of the Arbitrator shall be final and binding upon the parties, subject to applicable judicial or administrative proceedings.

5) Any expenses other than the cost for the services of the Arbitrator, including, but not limited to presentation of witnesses, shall be borne by the party incurring the same.

6) A failure to respond at any Step in this procedure by the Borough or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits, the grievant may proceed to the next Step.

7) The time limit may be extended by the parties by mutual written agreement.

8) The Borough reserves the right to file in writing a grievance on its behalf with the Union, which shall conduct a conference with the representatives of the Borough within ten (10) calendar days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) calendar days of the conference.

9) An aggrieved employee shall have at his/her request an employee representative from the Union to assist in the investigation and/or resolution of the grievance. Such assistance shall not occur during employees' regular working hours.

10) In the course of processing a grievance, the Borough representative(s) may choose, in the exercise of his/her discretion, to schedule a meeting. Any such meeting shall not occur during employee's regular working hours. The aggrieved employee shall have at his request an employee representative from the Union to assist in the resolution of the grievance at such meeting. Requests for employee representatives and witnesses shall be made to the Borough representative(s) in writing by no later than three (3) days prior to the date of any meeting, and meeting dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Borough. The foregoing provisions shall also apply to the scheduling and conduct of Step 5 arbitration hearings.

**ARTICLE VII; SEPARABILITY AND SAVINGS**

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE VIII; DEDUCTIONS FROM SALARY**

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues and assessments for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, NJSA 52:14-15.9(c), as amended. Said monies together with records of any corrections shall be transmitted to the Union's Treasurer after the last pay of the month.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate officers.

D. The employer agrees to deduct the fair share fee (\$0.75 per pay period) from earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

E. The deduction shall commence for each employee who elects not to become a member of the Union on the first of the month following thirty (30) days written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission. The deduction shall commence for each new employee on the first of the month following sixty (60) days of employment.

F. The fair share fee for service rendered by the Union shall be in an amount equal to the regular dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues available only to members of the Union, but in no event shall the fee exceed seventy-five percent (75%) of the regular membership dues, fees and assessments.

G. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the employer or require the employer to take any action other than to hold the fee in escrow pending resolution of the appeal.

H. The Union shall indemnify, defend and save the Borough harmless against any claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or dues information as furnished by the Union to the Borough, or in reliance upon the official notification or the Union advertising of such deduction.

**ARTICLE IX; PERSONNEL FILES**

A. Personnel files maintained by the Borough shall be deemed confidential, subject to applicable statutes governing citizen access to public records.

B. Any bargaining unit employee may, by appointment, review his personnel file and make copies of its contents. Appointments shall be made on reasonable notice and at reasonable times.

C. Whenever derogatory material is placed in an employee's personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to respond to its contents within fourteen (14) days. Upon the employee's written request, the rebuttal document shall be placed in his/her personnel file.

D. Specifically excluded from the foregoing are references for employment submitted to the Borough.

E. Documents pertaining to discipline and/or terms and conditions of employment will be copied and forwarded to the employee. It is the employee's responsibility to review his/her file periodically and to be familiar with the contents.



**ARTICLE X;    PROMOTIONS**

A. Current bargaining unit members shall have the right to bid for any promotional positions that may become available within the Bargaining Unit in the future, provided that the employee must be qualified to perform the work of such promotional position as such qualification is determined by the Borough in the exercise of its' non-negotiable managerial discretion.

B. If, in the exercise of its non-negotiable managerial discretion as foresaid, the Borough determines that two (2) persons are equally qualified for a given promotional position within the Bargaining Unit, one person being a current Bargaining Unit Member and the second person being from outside of the Bargaining Unit, the current Bargaining Unit Member shall be given preference for the promotional position to the fullest extent permitted by law.

**ARTICLE XI;    UNIFORMS**

A. Those Bargaining Unit Members currently receiving Borough supplied uniforms will continue to receive Borough supplied uniforms during the term of this Agreement, and such an employee's legitimate request for the timely replacement or repair of a Borough supplied uniform will not be unreasonably denied by the Borough.

B. Upon termination of the employment relationship for any reason, an employee shall immediately return to the Borough any and all Borough supplied uniforms.

**ARTICLE XII; SALARIES**

A. The starting salary for a DISPATCHER, during the term of this contract, is as follows:

1995 - 1997            \$20,000.

B. Salary increases are as follows:

1995	5% of base, plus \$500. added to base
1996	5% of base, plus \$500. added to base
1997	5% of base, plus \$500. added to base

C. The starting salaries for PUBLIC WORKS EMPLOYEES, CROSSING GUARDS AND THE SENIOR CITIZEN COORDINATOR are as follows:

- 1) Public Works Employees            \$19,500.
- 2) Crossing Guards                    The salary in effect at the time of hiring.
- 3) Sr. Cit. Coordinator               Negotiable  
(Handyman Coordinator)

D. Salary increases for Public Works Employees and the Senior Citizen Coordinator are as follows:

1995	5% of base
1996	5% of base
1997	5% of base

E. Salary increases for the Crossing Guards are as follows:

- Based on the 1994 salary of \$11.58 per hour

1995	an increase of \$1.50 per hour
1996	an increase of 1.00 per hour
1997	an increase of 1.00 per hour

F. The starting salary for the position of PUBLIC WORKS FOREMAN, in the event one were needed during the contract, will be \$24,500. in 1995, plus \$500.00 for each additional year of the contract.

G. The Borough Council establishes the position of ASSISTANT FOREMAN. If the Borough chooses to fill that position, the salary will be \$500. per year added to base, in addition to the salary the employee would have made as a Public Works Employ

- H. In the event it is temporarily necessary to assign a female Dispatcher to the role of Matron, the female Dispatcher will receive an additional two dollars (\$2.00) per hour for the period of such temporary assignment.
- I. **SCHOOL CROSSING GUARDS** will have three (3) snow days per academic year, with pay; to be paid, whether or not actual snow days occur.

J. **LONGEVITY**

In addition to annual salary, a longevity payment shall be made as hereafter fixed and determined. Such longevity payment shall be considered an additional compensation based on the length of service of any full-time employee presently employed by the Borough of Mountainside according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
Completion of 5 years	2 %
Completion of 10 years	4
Completion of 15 years	6
Completion of 20 years	8
Completion of 25 years	10

Such additional compensation shall be based on the annual salary of each employee.

In order to compute periods for said longevity, credit will be given for all time served consecutively as a full-time employee of the Borough of Mountainside. All periods of service shall be computed from the anniversary date of employment.

- K. **DISPATCHERS** shall have a one-hour paid lunch break.
- L. **DISPATCHERS** shall have a badge which distinguishes the Dispatchers from the Police Officers. The Dispatcher with longevity shall have a badge designating him/her as **SENIOR DISPATCHER**.

- M. **DISPATCHERS** (similar to the Police personnel) shall be paid for thirteen (13) holidays (at each individual employee's base pay).

#### **EDUCATION and TRAINING POLICY**

In keeping with the confines of the Borough and Department Budget, the Borough shall pay the cost for any mandated training or certification program. Same shall be recommended and approved by both the Department Head and the Administrator, **before the employee is enrolled in the class.**

Scheduling for same shall be approved by the Department Head and Foreman.

Any job-related class/course taken by an employee, shall be reimbursed according to the following schedule:

Receipt of the grade of "A"	100% reimbursement
Receipt of the grade of "B"	75%
Receipt of the grade of "C"	50%

**ARTICLE XIII; HOLIDAYS**

A. During this contract the following are the holidays:

Columbus Day	Memorial Day
Day following Thanksgiving	Thanksgiving Day
New Year's Day	Christmas
Lincoln's Birthday	Employee's Birthday
Washington's Birthday	Independence Day
Good Friday	Labor Day
Veteran's Day	

B. When a holiday falls on Sunday, the following Monday shall be considered the holiday. When a holiday falls on a Saturday, the prior Friday shall be considered the holiday.

**ARTICLE XIV; MEDICAL INSURANCE**

A. The Borough shall provide and pay for the medical insurance and major medical coverage under the New Jersey State Health Benefits Program or substantially equivalent program.

**B. VISION CARE COVERAGE and DENTAL CARE COVERAGE**

The Borough shall provide each member of the Borough of Mountainside Employee's Association, including his/her family, up to \$500. per year in the aggregate, of direct reimbursement for eye examinations, purchase of prescription eyewear or performance of dental work, exclusive of cosmetic dentistry.

Reimbursement shall be made upon presentation of paid receipts or bills specifying the eye exam, prescription eyewear purchase, or dental work performed.

**ARTICLE XV; BENEFITS**

The practices and benefits which involve longevity, sick leave, vacations and insurance which are currently provided to the employee in the Bargaining Unit, shall remain in effect without change or diminution during the term of this Agreement unless modified herein or by subsequent agreement of the parties. Such practices and benefits are agreed to by the parties to consist of the following:

**A. SICK LEAVE**

1) All full-time employees are entitled to ten (10) days sick leave, with pay, each year.

At the conclusion of the year, each employee must make a decision from the following list in regard to any un-used sick leave:

- Receipt of \$50. per day for unused sick leave.
- Converting unused sick leave to vacation leave at a ratio of 2 - 1
- Banking unused sick leave, up to a maximum of 90-days.
- Once a decision is made; same cannot be changed.

2) Each full-time employee is eligible for one (1) personal day per year.

Timely written requests must be made to the employee's supervisor and approved by the Administrator.

**B. BEREAVEMENT LEAVE**

All full-time employees are entitled to Bereavement Leave of three (3) days for an in-state funeral of a member of the immediate family, and five (5) days for an out-of-state funeral of immediate family.

"Immediate Family" includes the following:

Spouse, children, step-children, Mother, Father, brother, sister, Grand-parent, brother/sister-in-law, Mother/Father-in-law.

C. VACATION

All full-time employees are entitled to the following vacation leave:

During the first year; one (1) day for each six (6) weeks worked.

After one (1) year of continuous service 10 days

After five (5) years of continuous service 10 days, plus  
one (1) day  
for each  
additional  
year

After ten (10) years 15 days

After fifteen (15) years 20 days

Prior to taking paid vacation leave, the scheduling of such leave must be approved in writing by the Borough Administrator in accordance with the following procedure. No later than thirty (30) calendar days prior to the date of the requested paid vacation leave, an employee must submit a written request for same to the Borough Administrator, which written request must contain the written recommendation by the Department Head.

The approval of the Borough Administrator shall not be unreasonably withheld.

Upon approval by the Department Head and Administrator, unused vacation time may be carried over to the next year, but must be used by March of that year. (Subject date may be extended to June in the event of extraordinary circumstances).

**ARTICLE XVI;            HOURS OF WORK**

**A.   Dispatchers**

The Dispatcher scheduling shall be approved by the Chief of Police.

**B.   Crossing Guards**

The Crossing Guards scheduling shall be approved by the Chief of Police.

**C.   Senior Citizen Coordinator**

A total of sixteen (16) hours per week, at the discretion of the Coordinator and subject to review by the Administrator.

**D.   Public Works Employees**

Hours to be scheduled by the Director and Foreman and may include 7:30 a.m. - 3:30 p.m.; 8:30 a.m. - 4:30 p.m.; or scheduled to meet the needs of special programs. The hours are subject to review by the Administrator.

**OVER-TIME HOURS**

Over-time hours are hours of work that exceed any full-time employees' regularly scheduled working hours. The Borough shall have the right to require employees to work over-time and to determine, pursuant to departmental rules and regulations, the circumstances under which employees shall work over-time.

The scheduling of over-time is a Borough prerogative and accordingly, no hours of work will qualify as over-time hours unless the Borough Administrator, Chief of Police, the Director of Public Works (or their designee) have approved and authorized same in advance.

The hourly rate of overtime pay for each full-time employee is one and one-half times the employee's base hourly pay.

In the event a Public Works Employee works on Sunday or a Holiday, the rate will be two times the base hourly pay, plus longevity.

In the event a Public Works Employee is re-called to work, he/she will be entitled to a three-hour minimum at the overtime rate. This does not pertain to overtime hours worked immediately prior to, or immediately subsequent to, the normal work schedule.



The Borough shall endeavor to pay for overtime hours worked in the pay period immediately following the period such over-time was worked, (provided all properly signed documents are provided), but no later than thirty (30) days following the day the over-time was earned.

#### COMPENSATORY TIME

Compensatory Time is hereby defined as time away from the job without loss of regular straight-time pay and without pyramiding of pay and is in lieu of receiving over-time pay.

Accumulation of compensatory time must be taken within six (6) months of the date it is earned. Approval of Comp time will be given by the Department Head.

In the event a Dispatcher is subpoenaed to court as a result of an issue relating to his/her job responsibilities and such court appearance is not during that person's normal duty hours, the Dispatcher will be compensated at over-time rates.

ARTICLE XVII; TERM AND RENEWAL

The term of this Agreement shall be from January 1, 1995, through December 31, 1997 and from year-to-year thereafter, subject to a written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party on or before September 28th.

Notwithstanding any other provision of this Agreement, it is expressly understood that the retroactive provisions of this Agreement shall only extend to those persons employed by the Borough in Bargaining Unit positions on the date of the execution of this Agreement.

The parties have hereunto set their hands and seals as of the date first above written.

BOROUGH OF MOUNTAINSIDE

BY; \_\_\_\_\_

(Mayor)

(Robert F. Viglianti)

\_\_\_\_\_  
(Witness)

BOROUGH OF MOUNTAINSIDE  
EMPLOYEE'S ASSOCIATION

\_\_\_\_\_  
(Official Representative)

(Robert Farley)

\_\_\_\_\_  
(Witness)

**FIRST READING**

**SECOND READING**

Introduced by:

Seconded By:

Roll Call Vote:      Ayes:      Nays:      Ayes:      Nays:

Absent:

Date:

**ORDINANCE 947-95**

**ORDINANCE AMENDING ORDINANCE 937-95  
BOROUGH OF MOUNTAINSIDE EMPLOYEES  
ASSOCIATION**

WHEREAS, the Governing Body desires to amend Ordinance 937-95 to comport with Article XII of the Agreement between the Borough of Mountainside and the Mountainside Employee's Association;

BE IT ORDAINED by the Mayor and Council of the Borough of Mountainside, County of Union and State of New Jersey, that the Salary Ordinance of the Borough of Mountainside be and the same is hereby amended as set forth below to provide for the paying of salaries to certain members of the Mountainside Employee's Association in accordance with Article XII of the Current Agreement between the Borough of Mountainside and the Mountainside Employee's Association, a copy of which Article is annexed hereto.

A. The starting salary for a Public Works Employee during the term of this contract is \$19,500.

B. Salary increases are as follows:

Public Works Employee

5% commencing January , 1995; January, 1996; and January, 1997

C. Any Public Works Employee whose employment, whether as a Temporary or permanent employee, began before January 1, 1995, and whose salary would be less than \$20,475 for the 1995 calendar year after giving effect to the 5% increase specified in Paragraph B hereof, shall receive such increase for 1995 as may be necessary to establish for such employee a salary of \$20,475 for the 1995 calendar year.

This ordinance shall take effect twenty days after the first publication hereof after final passage.

**ROBERT F. VIGLIANTI, MAYOR**

**ARTICLE XII; SALARIES**

A. The starting salary for a DISPATCHER, during the term of this contract, is as follows:

1995 - 1997            \$20,000.

B. Salary increases are as follows:

1995	5% of base, plus \$500. added to base
1996	5% of base, plus \$500. added to base
1997	5% of base, plus \$500. added to base

C. The starting salaries for PUBLIC WORKS EMPLOYEES, CROSSING GUARDS AND THE SENIOR CITIZEN COORDINATOR are as follows:

- 1) Public Works Employees            \$19,500.
- 2) Crossing Guards                    The salary in effect at the time of hiring.
- 3) Sr. Cit. Coordinator                Negotiable  
(Handyman Coordinator)

D. Salary increases for Public Works Employees and the Senior Citizen Coordinator are as follows:

1995	5% of base
1996	5% of base
1997	5% of base

E. Salary increases for the Crossing Guards are as follows:

- Based on the 1994 salary of \$11.58 per hour

1995	an increase of \$1.50 per hour
1996	an increase of 1.00 per hour
1997	an increase of 1.00 per hour

F. The starting salary for the position of PUBLIC WORKS FOREMAN, in the event one were needed during the contract, will be \$24,500. in 1995, plus \$500.00 for each additional year of the contract.

G. The Borough Council establishes the position of ASSISTANT FOREMAN. If the Borough chooses to fill that position, the salary will be \$500. per year added to base, in addition to the salary the employee would have made as a Public Works  
Employ



## BOROUGH OF MOUNTAINSIDE

1385 Route 22  
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Tel (908) 232-2400  
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### MEMORANDUM

TO: Bob Farley, BMEA President  
FROM: Judy Osty, Borough Clerk  
SUBJECT: Amendment to Salary Ordinance  
DATE: November 21, 1995

Attached is a copy of the ordinance to amend the original 1995 salary ordinance which defines the starting salary for certain employees.

It is necessary for you to have the BMEA members vote on this amendment in order for the salary increases to be implemented. Please have each member sign their name and indicate their vote below. This should be returned to my office by Monday, November 27th.

If you have any questions, please call me.

#### RECORDED VOTE OF BMEA MEMBERS:

Yes

No

UNANIMOUS VOTE TO  
APPROVE AMENDMENT TO  
SALARY ORDINANCE 937-95  
AMENDMENT # 947-95.

Robert Farley, PRES. BMEA.  
11-27-95